



**D.C. DEPARTMENT OF GENERAL SERVICES**

**INVITATION FOR BIDS**

**Inspection, Maintenance, and Repair Services for Spray Parks**

**January 15, 2015**

**Proposal Due Date:** **January 30, 2015 by 2:00pm**

**Proposal Delivery Location:** *Department of General Services  
Att'n: JW Lanum  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW  
Contracts & Procurement Division, 8<sup>th</sup> Floor  
Washington, DC 20009*

**Contact:** Toufique Sayed  
Department of General Services  
2000 14<sup>th</sup> Street, NW  
8<sup>th</sup> Floor  
Washington, D.C. 20009  
[toufique.sayed@dc.gov](mailto:toufique.sayed@dc.gov)  
Phone: (202) 671-0560

**Solicitation Number:** DCAM-15-NC-0051

## **Executive Summary**

The Contractor shall be required to provide all labor, tools, equipment and materials necessary to perform inspection, maintenance, and repair services for the Spray Parks listed on Attachment A, Offer Letter and Bid Form/Location List. The Contractor shall have five or more years of direct experience with the construction and maintenance of spray parks and related systems and equipment.

### **A.1 Contract Type:**

The contract awarded pursuant to this IFB will be a fixed price type of contract with a cost reimbursable component.

### **A.2 Contractor's Compensation:**

Bidders shall be required to provide an Offer Letter and Bid Form/Location List (**Attachment A**) to include their fixed price for scheduled maintenance, fixed unit prices for chemicals, and fixed hourly rates for repair services. The fixed prices along with the cost reimbursement component for repair services shall be the Contractor's sole method of compensation and as such shall be sufficient funding to cover all costs including, but not limited to, labor, materials, trade, subcontractor costs, general conditions, insurance, and home office overhead and profit.

### **A.3 Term of Contract:**

The Base Period of this contract shall be from date of award to one (1) year thereafter.

The Department shall have the right to extend the term of this agreement for (3) three, (1) one-year option periods, or successive fractions thereof.

### **A.3 Form of Contract:**

The Form of Contract will be issued by Addendum. Bidders should carefully review the Form of Contract when submitting their bid. To the extent there are any inconsistencies between this IFB and the Form of Contract, the Form of Contract shall prevail. Bidders are further advised that they are required to submit their bids premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their bid.

**A.4 Procurement Schedule:**

The schedule for this procurement is as follows:

- Issue IFB - January 15, 2015
- Site Visits - See Section G.2
- Last Day for Questions - January 26, 2015 at 2:00 PM
- Bids Due - January 30, 2015 at 2:00 PM

**A.5 Attachments:**

Attachment A – Offer Letter and Bid Form/Location List

Attachment B – Disclosure Statement

Attachment C – Tax Affidavit

Attachment D – Service Contract Act Wage Rate

Attachment E – Subcontracting Plan Form

Attachment F – 2014 Living Wage Act Notice and Fact Sheet

Attachment G – First Source Agreement Form

## **SECTION B SCOPE OF WORK**

### **B.1 Scheduled Maintenance**

The Contractor shall provide the following maintenance services and training at the intervals specified below.

#### **B.1.1 Inspection Report**

Inspect all systems and provide a report of the known conditions of each spray park within thirty (30) calendar days of award of this contract. The report shall detail all deficiencies requiring repair or the replacement of parts that require immediate attention to minimize excessive cost to DGS in the future. The Contractor shall include the estimated cost of each modification and/or repair in the report. The report shall delineate work within the scope of the contract and work beyond the scope of the contract.

#### **B.1.2 Seasonal Openings**

The following maintenance services shall be performed once per year at all Spray Parks sixty (60) calendar days before parks open. Specific dates will be established by the COTR:

- a. Pressure wash pads;
- b. Drain and clean vaults;
- c. Install all features;
- d. Assemble systems;
- e. Start systems and balance water; and
- f. Set up and monitor timers.

#### **B.1.3 Maintenance Services**

The following maintenance services shall be provided three times per week with one (1) visit per week to take place on a Saturday or Sunday. Services shall be provided at all spray parks for sixteen weeks per year, May 01 – August 30.

- a. Backwash as needed, minimum two (2) times per week;
- b. Remove and clean paper filters in water vaults two (2) times per week;
- c. Pressure wash pad one (1) time per week at each park;
- d. Deliver and install chemicals as needed to maintain proper water balance;
- e. Inspect all filtration and chemical feed systems and feature equipment. Adjust/repair as needed;
- f. The Contractor shall provide a report with the current levels of parts and chemicals and provide recommendations for required levels of stock; and
- g. The Contractor shall provide, administer, and monitor all chemicals including, but not limited to: chlorine (liquid and dry), bromine, muriatic acid, soda ash, and sodium thiosulfate. The Contractor shall maintain the required level of chemicals in the spray parks' water throughout the contract performance period.

#### **B.1.4 Seasonal Closings**

The following services shall be performed once per year at all spray parks:

- a. Winterize filter systems;
- b. Add antifreeze to lines as needed;
- c. Box all chemical feeders and loose mechanical equipment and move to central storage;
- d. Blow out and plug all lines;
- e. Complete final inspection and provide report on each spray park;
- f. The Contractor shall review the readings and findings of pool analysis with the on-site staff, certified pool operator, or maintenance personnel; and
- g. The Contractor shall be required to sign and certify the results of the inspection report.

#### **B.1.5 Training**

The Contractor shall provide a four (4) hour training class, on the existing spray park equipment, once per year for the DCDPR/DGS staff.

#### **B.1.6 Service Hours**

The Contractor shall be available to perform the required services Monday through Friday from 8:00 AM to 4:30 PM, and Saturday or Sunday from 10:00 AM to 6:30 PM. Upon receipt of notification of required repairs, the Contractor shall commence work as soon as possible and complete repairs on or before the date specified therein.

#### **B.2 Repair Services**

The Contractor shall provide repair services on a cost reimbursement basis as needed that include, but are not limited to, the following services:

- a. Rebuild motors;
- b. Service and Rebuild booster pump;
- c. Service and repair plumbing fixtures and equipment;
- d. Repair structural and carpentry items;
- e. Replace all defective light bulbs throughout the building, including lights above the pool(s);
- f. Re-caulk pool and deck joints;
- g. Repair hydrostatic relief valves;
- h. Repair the main drain grates;
- i. Repair gutter grates; and
- j. Replace pressure gauges and flow meters as needed.

The Contractor shall NOT perform any tasks requiring additional funding without the express written authorization of the Contracting Officer Technical Representative (COTR). DGS

reserves the right to assign this work to a different Contractor. Upon receipt of notification to proceed with required repairs, the Contractor shall commence work as soon as possible and complete repairs on or before the date specified therein. The Contractor shall provide a written report of the work performed, time and type and number of laborers used, material included.

**B.2.1 Repair Service Hours**

The Contractor shall perform all emergency and non-emergency services detailed herein without delay between the hours of 5:00 AM and 10:00 AM, seven days a week. The Contractor shall provide a scheduled plan of action within twenty-four (24) hours of notification; for emergency services, a scheduled plan of action shall be provided within two (2) hours of notification. Emergency status will be determined by the COTR for each incident.

**B.3 Deliverables:**

No.	Deliverable Name	Due Date
1	Inspection Report (Initial) as described in B.1.1	Within 30 calendar days after award
2	Stock Report	Monthly
3	Inspection Report – Closing	Within 2 weeks of the last park closing

## SECTION C ECONOMIC INCLUSION

### **C.1 Preference for Small, Local, and Disadvantaged Business Enterprises:**

**General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Bidders that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Bidder's Bid.) A percentage reduction in price shall be granted as follows:

- a. Three (3) percent reduction for a small business enterprise (SBE);
- b. Five (5) percent for a resident-owned business (RBO);
- c. Ten (10) percent for a longtime resident business (LRB);
- d. Two (2) percent for a local business enterprise (LBE);
- e. Two (2) percent for a local business enterprise with its principal office located in an enterprise zone (DZE);
- f. Two (2) percent for a disadvantaged business enterprise (DBE).

A Certified Business Enterprise (CBE) shall be entitled to any and all of the preferences provided in this section, but in no case shall a CBE be entitled to a reduction in price of more than twelve (12) percent.

### **C.2 SLDBE Participation:**

#### **C.2.1 Mandatory Subcontracting Requirement**

**C.2.1.1** The Department requires significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, the Department requires that business enterprises so certified must participate in at least 50% of work unless the prime contractor is certified as a small, local or disadvantaged business enterprise.

**C.2.1.2** A prime contractor which is certified as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1.1. Bidders shall submit the Subcontracting Plan Form included as **Attachment E**.

**C.2.2** A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/>

DC/DSLBD, click on “Doing Business in the District”, click on “Find CBE Certified Contractors.”

**C.3 Residency Hiring Requirements for Contractors and Subcontractors:**

**C.3.1** At least fifty-one percent (51%) of the Bidder’s team and every sub-consultant’s employees hired after the Bidder enters into a contract with the Department, or after such sub-consultant enters into a contract with the Bidder, to work on this Project, shall be residents of the District of Columbia.

**C.3.2** Upon execution of the contract, the Bidder and all of its member firms, if any, and each of its subcontractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to the Project, the date that they were hired and whether or not they live in the District of Columbia.

**C.3.3** The Bidder shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Bidder and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement **Attachment G** with the D.C. Department of Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

## SECTION D

### COMPLIANCE REQUIREMENTS

#### **D.1 Conformance with Laws:**

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

#### **D.2 Licensing, Accreditation and Registration:**

The Contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in spray park repair and maintenance. The Contractor shall provide DGS with copies of all certifications and licenses of designated persons who will perform the identified duties and services.

#### **D.3 Standard Contract Provisions:**

The Standard Contract Provisions for use with Specifications for District of Columbia Government Supplies and Service Contracts (Revised March 2007) are hereby incorporated into this.

#### **D.4 Living Wage Act:**

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (**Attachment F**).

#### **D.5 Service Contract Act:**

The Service Contract Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by this Act. Applicable wage determination is attached hereto as **Attachment D**.

**SECTION E  
EVALUATION AND AWARD CRITERIA**

**E.1        CONTRACT AWARD:**

**E.1.1** This procurement is being conducted in accordance with the provisions of §4720 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

**E.1.2** The District reserves the right to accept/reject the bids resulting from this solicitation. The Chief Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**E.1.3** The District intends but is not obligated to make an award to the lowest responsive, responsible Bidder.

**SECTION F  
BID ORGANIZATION AND SUBMISSION**

This section outlines specific information necessary for the proper organization and manner in which Bidder's bid submissions shall be proffered. References are made to other sections in this IFB for further explanation.

**F.1 Bid Identification:**

Bids shall be proffered in an original and five (5) copies. The Bidder's submission shall be placed in a sealed envelope conspicuously marked: **“DCAM-15-NC-0051 Inspection, Maintenance, and Repair Services for Spray Parks”**.

**F.2 Delivery or Mailing of Bids:**

Submissions shall be delivered or mailed to:

Department of General Services  
Attn: JW Lanum  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, D.C. 20009  
Phone: (202) 727-2800

**F.3 Date and Time for Receiving Bids:**

Submissions shall be received no later than 2:00 p.m. local time on **January 30, 2015**. The Bidder assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

**SECTION G  
BIDDING PROCEDURES & PROTESTS**

**G.1 Contact Person:**

For information regarding this IFB please contact:

Toufique Sayed  
Contract Specialist  
Contracts & Procurement  
Department of General Services  
2000 14th St. NW – 8th floor  
Washington, DC 20009  
202-671-0560 (desk)  
202-727-7283 (fax)  
Email: [toufique.sayed@dc.gov](mailto:toufique.sayed@dc.gov)

**G.2 Site Visit:**

It is highly recommended that interested bidders visit each site. Howard Gasaway will be the point of contact and can be reached at (202) 316-0539. Interested vendors are to meet at Site 1 on January 21, 2015 at 10:00 AM, Site 8 on January 22, 2015 at 10:00 AM, and Site 16 on January 23, 2015 at 10:00 AM.

The site visit schedule is listed below:

Site Visit 1: January 21, 2015 from 10:00 AM to 2:00 PM

Site Number	Spray Park	Address
1	Palisades	5200 Sherrier Place, NW 20016
2	Friendship	4500 Van Ness Street, NW 20016
3	Chevy Chase	5500 41st Street, NW 20015
4	Lafayette	5900 33rd Street, NW 20015
5	Macomb	3409 Macomb Street, NW 20016
6	Guy Mason	3600 Calvert Street, NW 20007
7	Harrison	1330 V Street, NW 20009

Site Visit 2: January 22, 2015 from 10:00 AM to 2:00 PM

Site Number	Spray Parks	Address
8	14th & Park	14th Street and Park Road, NW 20010
9	14th & Girard	14th Street and Girard Street, NW 20010
10	Columbia Heights	1480 Girard Street, NW 20009
11	Fort Stevens	1327 Van Buren Street, NW 20012
12	Takoma	300 Van Buren Street, NW 20012
13	Petworth	801 Taylor Street, NW 20011
14	Riggs-LaSalle	501 Riggs Road, NE 20011
15	Turkey Thicket	1100 Michigan Avenue, NE 20017

Site Visit 3: January 23, 2015 from 10:00 AM to 2:00 PM

Site Number	Spray Parks	Address
16	Kennedy	1401 7th Street, NW 20001
17	Southwest Duck Pond	6th Street & I Street, SW 20024
18	Fort Greble	Martin Luther King Jr. Avenue and Elmira Street SW 20032
19	Hillcrest	3100 Denver Street, SE 20020
20	Fort Davis	1400 41st Street, SE 20020
21	Joe Cole	1299 Neal Street, NE 20002

### **G.3 Explanations To Prospective Bidders:**

Each Bidder shall carefully examine this IFB and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a bid. Should an Bidder find discrepancies or ambiguities in, or omissions from, the IFB and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the IFB, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Bidder concerning the solicitation will be furnished promptly to all other Bidders as an amendment or addendum to this IFB if in the sole discretion of the Department that information is necessary in proffering bids or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

Requests shall be directed to Toufique Sayed at the email address listed in Section G.1 no later than the 2:00 p.m. on **January 26, 2015**. The person making the request shall be responsible for prompt delivery.

#### **G.4 Protests:**

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of bids. If an alleged defect does not exist in this initial IFB, but was incorporated into the IFB by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering bids. In all other cases, a protester shall file the protest within seven (7) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Bidders only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

#### **G.5 Retention Of Submissions:**

All submissions will be retained by the Department and therefore will not be returned to the Bidders. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines.

#### **G.6 Retention of Bids:**

All bids shall be retained by the Department and therefore shall not be returned to the Bidders. With the exception of proprietary financial information, the bids shall become the property of the DGS. The DGS shall have the right to distribute or use such information as it determines.

#### **G.7 Examination of Bids:**

Bidders are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this IFB. Failure to do so shall be at the sole risk of the Bidder, and may result in disqualification.

#### **G.8 Late Bids and Modifications:**

- (a) Any bid or best and final offer received at the Department designated in this IFB after the exact time specified for receipt shall not be considered.
- (b) Any modification of a bid, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in G.8.(a) stated above.

- (c) The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- (d) Notwithstanding any other provisions of this Request for Bids to the contrary, a late modification of an otherwise successful bid which makes its terms more favorable to the DGS may be considered at any time it is received and may be accepted.
- (e) Bids shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of bids.

**G.9 No Compensation for Preparation of Bids:**

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any bids submitted in response to this IFB, or prepared in connection therewith, including, but without limitation, any bids, statements, reports, data, information, materials or other documents or items.

**G.10 Rejection of Bids:**

The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all bids;
- (b) To reject bids that fail to prove the Bidder's responsibility;
- (c) To reject bids that contain conditions and/or contingencies that in the Department's sole judgment, make the bid indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- (d) To waive minor irregularities in any bid provided such waiver does not result in an unfair advantage to any Bidder;
- (e) To take any other action within the applicable Procurement Regulations or law;
- (f) To reject the bid of any Bidder that has submitted a false or misleading statement, affidavit or certification in connection with such bid or this Request for Bids.

**G.11 Limitation of Authority:**

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this IFB is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

**G.12 Electronic Copy of Bids for Freedom of Information Act Requests:**

In addition to other bid submission requirements, the Bidder shall submit an electronic copy of its bid, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District bids following award of the contract, subject to applicable FOIA exemption under §2-534(a) (1).

## **SECTION H INSURANCE REQUIREMENTS**

### **H.1 Required Insurance:**

- H.1.1 The contractor will be required to maintain the following types of insurance throughout the life of the contract.
- H.1.2 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor will be required to maintain this coverage in force for a period of at least two years after substantial completion.
- H.1.3 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.
- H.1.4 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.
- H.1.5 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Four Million Dollars (\$4,000,000).

### **H.2 Additional Insureds:**

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

### **H.3 Waiver of Subrogation:**

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

### **H.4 Strength of Insurer:**

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus

size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

## Attachment A

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Bidder's Letterhead

Offer Letter and Bid Form

Date

District of Columbia Department of General Services  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009

Attention: Mr. Jonathan Kane  
Interim Director

Reference: Invitation for Bid (IFB) **DCAM-15-NC-0051**  
**Inspection, Maintenance, and Repair Services for Spray Parks**

Dear Mr. Kayne:

On behalf of Insert Bidder's Legal Name (the "Bidder"), I am pleased to submit this bid in response to the Department of General Services' (the "Department" or "DGS") Invitation for Bid (IFB) DCAM-15-NC-0051 to provide inspection, maintenance, and repair services for Spray Parks. The Bidder has reviewed the IFB and the attachments thereto, any addenda thereto (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Bidder, in its sole judgment, has deemed necessary in order to submit its bid in response to the IFB. The Bidder's Offer Letter is based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the Bid Form and the Offer Letter are referred to as the "Bidder's Proposal".)

Insert Bidder's Name proposes to provide the required Equipment and Maintenance for the District.

The Bidder's Price Proposal is as follows: \$ (see attached Bid Form)

The Bidder acknowledges and understands that the contract awarded will be a time and materials contract and that the Bid Form and commission are firm, fixed hourly rates intended to be Bidder's sole compensation for the services required.

The Bidder's Bid is based on and subject to the following conditions:

1. The Bidder agrees to hold its bid open for a period of at least one hundred twenty (120) days after the date of the bid.

Attachment A

2. Assuming the Bidder is selected by the Department and subject only to the changes requested in paragraph 5, the Bidder agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
3. Both the Bidder and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Bidder to the terms of the Bidder's Bid. The Bidder further represents and warrants that no further action or approval must be obtained by the Bidder in order to authorize the terms of the Bidder's Proposal.
4. The Bidder hereby represents and warrants that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the IFB in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the IFB; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
5. The Bidder hereby certifies that neither it nor any of its subcontractors have entered into any agreement (written or oral) that would prohibit any Contractor or subcontractor that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.
6. This Bidder's Bid including the Bidder's prices submitted on the Bid Form are being submitted on behalf of (Insert Bidder)

Sincerely,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Base Year

Attachment B - Bid Form and Location List

Site Number	Spray Parks	Address	Scheduled Maintenance			
			Column A	Column B	Column C	A + B + C
			Seasonal Openings	Maintenance Services	Seasonal Closings	Total Fixed Price Per Location
1	Palisades	5200 Sherrier Place, NW 20016				
2	Friendship	4500 Van Ness Street, NW 20016				
3	Chevy Chase	5500 41st Street, NW 20015				
4	Lafayette	5900 33rd Street, NW 20015				
5	Macomb	3409 Macomb Street, NW 20016				
6	Guy Mason	3600 Calvert Street, NW 20007				
7	Harrison	1330 V Street, NW 20009				
8	14th & Park	14th Street and Park Road, NW 20010				
9	14th & Girard	14th Street and Girard Street, NW 20010				
10	Columbia Heights	1480 Girard Street, NW 20009				
11	Fort Stevens	1327 Van Buren Street, NW 20012				
12	Takoma	300 Van Buren Street, NW 20012				
13	Petworth	801 Taylor Street, NW 20011				
14	Riggs-LaSalle	501 Riggs Road, NE 20011				
15	Turkey Thicket	1100 Michigan Avenue, NE 20017				
16	Kennedy	1401 7th Street, NW 20001				
17	Southwest Duck Pond	6th Street & I Street, SW 20024				
18	Fort Greble	Martin Luther King Jr. Avenue and Elmira Street SW 20032				
19	Hillcrest	3100 Denver Street, SE 20020				
20	Fort Davis	1400 41st Street, SE 20020				
21	Joe Cole	1299 Neal Street, NE 20002				
					Total Scheduled Maintenance Price - Spray Parks	

Cost Reimbursement			
*Estimated Hours and Gallons for Evaluation Purposes Only			
Repair Services			
Labor Category	Estimated Hours*	Fixed Hourly Rate	Estimated Total
Mechanic	350		
Helper	350		
Total Estimated Price			

Chemicals			
Chemical	Estimated Volume (Gallons)*	Fixed Price Per Gallon	Chemical Total
Chlorine	15000		
Muriatic Acid	50000		
Total Chemical Price			

Price Category	Total Price
Total Scheduled Maintenance Price	
Cost Reimbursement - Total Estimated Repair Service Price	
Cost Reimbursement - Total Chemical Price	
<b>Grand Total</b>	

Option Year One

Attachment B - Bid Form and Location List

Site Number	Spray Parks	Address	Scheduled Maintenance			
			Column A	Column B	Column C	A + B + C
			Seasonal Openings	Maintenance Services	Seasonal Closings	Total Fixed Price Per Location
1	Palisades	5200 Sherrier Place, NW 20016				
2	Friendship	4500 Van Ness Street, NW 20016				
3	Chevy Chase	5500 41st Street, NW 20015				
4	Lafayette	5900 33rd Street, NW 20015				
5	Macomb	3409 Macomb Street, NW 20016				
6	Guy Mason	3600 Calvert Street, NW 20007				
7	Harrison	1330 V Street, NW 20009				
8	14th & Park	14th Street and Park Road, NW 20010				
9	14th & Girard	14th Street and Girard Street, NW 20010				
10	Columbia Heights	1480 Girard Street, NW 20009				
11	Fort Stevens	1327 Van Buren Street, NW 20012				
12	Takoma	300 Van Buren Street, NW 20012				
13	Petworth	801 Taylor Street, NW 20011				
14	Riggs-LaSalle	501 Riggs Road, NE 20011				
15	Turkey Thicket	1100 Michigan Avenue, NE 20017				
16	Kennedy	1401 7th Street, NW 20001				
17	Southwest Duck Pond	6th Street & I Street, SW 20024				
18	Fort Greble	Martin Luther King Jr. Avenue and Elmira Street SW 20032				
19	Hillcrest	3100 Denver Street, SE 20020				
20	Fort Davis	1400 41st Street, SE 20020				
21	Joe Cole	1299 Neal Street, NE 20002				
					Total Scheduled Maintenance Price - Spray Parks	

Cost Reimbursement			
*Estimated Hours and Gallons for Evaluation Purposes Only			
Repair Services			
Labor Category	Estimated Hours*	Fixed Hourly Rate	Estimated Total
Mechanic	350		
Helper	350		
			Total Estimated Price

Chemicals			
Chemical	Estimated Volume (Gallons)*	Fixed Price Per Gallon	Chemical Total
Chlorine	15000		
Muriatic Acid	50000		
			Total Chemical Price

Price Category	Total Price
Total Scheduled Maintenance Price	
Cost Reimbursement - Total Estimated Repair Service Price	
Cost Reimbursement - Total Chemical Price	
<b>Grand Total</b>	

Option Year Two

Attachment B - Bid Form and Location List

Site Number	Spray Parks	Address	Scheduled Maintenance			
			Column A	Column B	Column C	A + B + C
			Seasonal Openings	Maintenance Services	Seasonal Closings	Total Fixed Price Per Location
1	Palisades	5200 Sherrier Place, NW 20016				
2	Friendship	4500 Van Ness Street, NW 20016				
3	Chevy Chase	5500 41st Street, NW 20015				
4	Lafayette	5900 33rd Street, NW 20015				
5	Macomb	3409 Macomb Street, NW 20016				
6	Guy Mason	3600 Calvert Street, NW 20007				
7	Harrison	1330 V Street, NW 20009				
8	14th & Park	14th Street and Park Road, NW 20010				
9	14th & Girard	14th Street and Girard Street, NW 20010				
10	Columbia Heights	1480 Girard Street, NW 20009				
11	Fort Stevens	1327 Van Buren Street, NW 20012				
12	Takoma	300 Van Buren Street, NW 20012				
13	Petworth	801 Taylor Street, NW 20011				
14	Riggs-LaSalle	501 Riggs Road, NE 20011				
15	Turkey Thicket	1100 Michigan Avenue, NE 20017				
16	Kennedy	1401 7th Street, NW 20001				
17	Southwest Duck Pond	6th Street & I Street, SW 20024				
18	Fort Greble	Martin Luther King Jr. Avenue and Elmira Street SW 20032				
19	Hillcrest	3100 Denver Street, SE 20020				
20	Fort Davis	1400 41st Street, SE 20020				
21	Joe Cole	1299 Neal Street, NE 20002				
					<b>Total Scheduled Maintenance Price - Spray Parks</b>	

Cost Reimbursement			
*Estimated Hours and Gallons for Evaluation Purposes Only			
Repair Services			
Labor Category	Estimated Hours*	Fixed Hourly Rate	Estimated Total
Mechanic	350		
Helper	350		
			<b>Total Estimated Price</b>
Chemicals			
Chemical	Estimated Volume (Gallons)*	Fixed Price Per Gallon	Chemical Total
Chlorine	15000		
Muriatic Acid	50000		
			<b>Total Chemical Price</b>

Price Category	Total Price
Total Scheduled Maintenance Price	
Cost Reimbursement - Total Estimated Repair Service Price	
Cost Reimbursement - Total Chemical Price	
<b>Grand Total</b>	

Option Year Three

Attachment B - Bid Form and Location List

Site Number	Spray Parks	Address	Scheduled Maintenance			
			Column A	Column B	Column C	A + B + C
			Seasonal Openings	Maintenance Services	Seasonal Closings	Total Fixed Price Per Location
1	Palisades	5200 Sherrier Place, NW 20016				
2	Friendship	4500 Van Ness Street, NW 20016				
3	Chevy Chase	5500 41st Street, NW 20015				
4	Lafayette	5900 33rd Street, NW 20015				
5	Macomb	3409 Macomb Street, NW 20016				
6	Guy Mason	3600 Calvert Street, NW 20007				
7	Harrison	1330 V Street, NW 20009				
8	14th & Park	14th Street and Park Road, NW 20010				
9	14th & Girard	14th Street and Girard Street, NW 20010				
10	Columbia Heights	1480 Girard Street, NW 20009				
11	Fort Stevens	1327 Van Buren Street, NW 20012				
12	Takoma	300 Van Buren Street, NW 20012				
13	Petworth	801 Taylor Street, NW 20011				
14	Riggs-LaSalle	501 Riggs Road, NE 20011				
15	Turkey Thicket	1100 Michigan Avenue, NE 20017				
16	Kennedy	1401 7th Street, NW 20001				
17	Southwest Duck Pond	6th Street & I Street, SW 20024				
18	Fort Greble	Martin Luther King Jr. Avenue and Elmira Street SW 20032				
19	Hillcrest	3100 Denver Street, SE 20020				
20	Fort Davis	1400 41st Street, SE 20020				
21	Joe Cole	1299 Neal Street, NE 20002				
					Total Scheduled Maintenance Price - Spray Parks	

Cost Reimbursement			
*Estimated Hours and Gallons for Evaluation Purposes Only			
Repair Services			
Labor Category	Estimated Hours*	Fixed Hourly Rate	Estimated Total
Mechanic	350		
Helper	350		
			Total Estimated Price

Chemicals			
Chemical	Estimated Volume (Gallons)*	Fixed Price Per Gallon	Chemical Total
Chlorine	15000		
Muriatic Acid	50000		
			Total Chemical Price

Price Category	Total Price
Total Scheduled Maintenance Price	
Cost Reimbursement - Total Estimated Repair Service Price	
Cost Reimbursement - Total Chemical Price	
<b>Grand Total</b>	

## Attachment B

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**Disclosure Statement**

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

- A. Washington, D.C. Department of General Services
  - Jonathan Kayne                      Interim Director / Chief Contracting Officer
  - JW Lanum                              Associate Director/Contracting Officer
  - Camille Sabbakhan                General Counsel
  - Charles J. Brown, Jr.                Deputy General Counsel

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

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This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Attachment C

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**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of the Chief Financial Officer**  
**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

**Date**

**Name of Organization/Entity**  
**Business Address (include zip code)**  
**Business Phone Number(s)**

**Principal Officer Name and Title**  
**Square and Lot Information**  
**Federal Identification Number**  
**Contract Number**  
**Unemployment Insurance Account No.**

"I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue; consent to release my tax information to an authorized representative of the District of Columbia agency from which I am seeking to enter into a contractual relationship. I understand that the information released under this consent will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations as of the date found on the government request. I understand that this information is to be used solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization."

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia.

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

**Signature of Authorizing Agent**

**Title**

## Attachment D

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WD 05-2103 (Rev.-15) was first posted on www.wdol.gov on 12/30/2014

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski            Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2103  
Revision No.: 15  
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18

01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	28.55
01420 - Survey Worker	20.03
01531 - Travel Clerk I	13.29
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67

12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)

14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13

23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80

27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19

Surface Programs		
30621 - Weather Observer, Senior	(see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		14.32
31030 - Bus Driver		20.85
31043 - Driver Courier		13.98
31260 - Parking and Lot Attendant		10.07
31290 - Shuttle Bus Driver		15.66
31310 - Taxi Driver		13.98
31361 - Truckdriver, Light		15.66
31362 - Truckdriver, Medium		17.90
31363 - Truckdriver, Heavy		19.18
31364 - Truckdriver, Tractor-Trailer		19.18
99000 - Miscellaneous Occupations		
99030 - Cashier		10.03
99050 - Desk Clerk		11.58
99095 - Embalmer		23.05
99251 - Laboratory Animal Caretaker I		11.30
99252 - Laboratory Animal Caretaker II		12.35
99310 - Mortician		31.73
99410 - Pest Controller		17.69
99510 - Photofinishing Worker		13.20
99710 - Recycling Laborer		18.50
99711 - Recycling Specialist		22.71
99730 - Refuse Collector		16.40
99810 - Sales Clerk		12.09
99820 - School Crossing Guard		13.43
99830 - Survey Party Chief		21.94
99831 - Surveying Aide		13.63
99832 - Surveying Technician		20.85
99840 - Vending Machine Attendant		14.43
99841 - Vending Machine Repairer		18.73
99842 - Vending Machine Repairer Helper		14.43

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive,

administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## Attachment E

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# SUBCONTRACTING PLAN

## PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code: _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____% <div style="display: flex; justify-content: space-around; width: 100%;"> <span>LSDBE Subcontract Value</span> <span>Percentage Set Aside</span> </div>

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____%    Tier: _____ <small style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____			Point of Contact: _____ <small style="margin-left: 100px;">Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____							
Certification Status: (check all that apply) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px;">SBE:</td> <td style="border: 1px solid black; padding: 2px;">LBE:</td> <td style="border: 1px solid black; padding: 2px;">DBE:</td> <td style="border: 1px solid black; padding: 2px;">DZE:</td> <td style="border: 1px solid black; padding: 2px;">ROB:</td> <td style="border: 1px solid black; padding: 2px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

### CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROB, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROB, and to award subcontracts to them.**

### PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ (Print) Telephone Number: (    ) _____ - _____ Fax Number: (    ) _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
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### FOR CONTRACTING OFFICER USE ONLY

Date Plan Received by Contracting Officer: _____		
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: _____	
Name & Title of Contracting Officer	Signature	Date

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

**SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)**

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ %    Tier: : _____ <small>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

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SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

**SUBCONTRACTOR INFORMATION:**

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ %    Tier: : _____ <small>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

Attachment F

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# GOVERNMENT OF THE DISTRICT OF COLUMBIA

## Department of Employment Services

VINCENT C. GRAY  
MAYOR



F. THOMAS LUPARELLO  
DIRECTOR

### **LIVING WAGE ACT OF 2006 FACT SHEET**

The “Living Wage Act of 2006,” Title I of D.C. Law 16-118, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wage no less than the current living wage rate.

**Effective January 1, 2015, the living wage rate is \$13.80 per hour.**

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

**Exemptions** – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501);
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

## **Enforcement**

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the Contracting Officer.

If you believe that your employer is subject to this law is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Fourth Floor, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: [www.does.dc.gov](http://www.does.dc.gov). Go to "File a Claim" tab. For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880 .

**Please note:** *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law*

# **“THE LIVING WAGE ACT OF 2006”**

**Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)**

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

**Effective January 1, 2015, the living wage rate is \$13.80.**

## **The requirement to pay a living wage applies to:**

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

**“Contract” means a written agreement between a recipient and the District government.**

**“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.**

**“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.**

**Certain exceptions apply** where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or imminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**Exemptions are provided** for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, and for employees of nonprofit organizations that employ not more than 50 individuals.

**Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business.**

**All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.**

**For the complete text of the Living Wage Act of 2006 go to D.C. Official Code §§ 2-220.01-.11**

**To file a claim, visit: Department of Employment Services , Office of Wage-Hour, 4058 Minnesota Avenue, NE, Fourth Floor, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: [does.dc.gov](http://does.dc.gov). Go to “File a Claim” tab.**

## Attachment G

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**Government of the District of Columbia**  
**FIRST SOURCE EMPLOYMENT AGREEMENT**



Contract Number: \_\_\_\_\_

Employer Name: \_\_\_\_\_

Project Contract Amount: \_\_\_\_\_

Employer Contract Award: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

Nonprofit Organization with 50 Employees or Less:  Yes  No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as “DOES”, and \_\_\_\_\_, hereinafter referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

**I. GENERAL TERMS**

- A. Subject to the terms and conditions set forth herein, the EMPLOYER will use DOES as its first source for the recruitment, referral and placement for jobs created by the Project.
- B. The EMPLOYER will require all Project contractors with contracts totaling \$100,000 or more, and Project subcontractors with subcontracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER, which are subject to the limitations set out in this Agreement.
- D. The participation of DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.
- E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.

- F. This Agreement will not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract for the Project.
- G. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. This Agreement includes apprentices as defined and as amended, in D.C. Law 2-156. D.C. Official Code §§ 32-1401- 1431.
- I. The EMPLOYER, prime subcontractors and subcontractors who contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council; and this includes but is not limited to, any construction or renovation contract or subcontract signed as the result of, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more. In furtherance of the foregoing, the EMPLOYER shall enter into an agreement with its contractors, including the general contractor, that requires that such contractors and subcontractors for the Project participate, in apprenticeship programs for the Project that: (i) meet the standards set forth in Chapter 11 of Title 7 of the District of Columbia Municipal Regulations, and (ii) have an apprenticeship program registered with the District of Columbia's Apprenticeship Council.

## **II. RECRUITMENT**

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected to be created on the Project, salary range, hiring dates, residency status, ward information, new hire justification and union requirements.
- B. The Employer will post all job vacancies in the DOES' Virtual One-Stop (VOS) at [www.jobs.dc.gov](http://www.jobs.dc.gov) within five (5) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank at (202) 698-6001.
- C. The EMPLOYER will notify DOES, by way of the First Source Office of its Specific Need for new employees for the Project, within at least five (5) business days (Monday - Friday) upon Employers identification of the Specific Need. This must be done before using any other referral source. Specific Needs shall include, at a minimum, the number of employees needed by job title, qualifications, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce do not need to be referred to DOES for placement and referral. However, EMPLOYER shall notify DOES of such promotions.

- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, the names, residency status and ward information of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

### **III. REFERRAL**

- A. DOES will screen applicants and provide the EMPLOYER with a list of applicants according to the Notification of Specific Needs supplied by the EMPLOYER as set forth in Section II (B).
- B. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer.

### **IV. PLACEMENT**

- A. The EMPLOYER will make all decisions on hiring new employees but will, in good faith, use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- B. In the event that DOES is unable to refer qualified personnel meeting the Employer's established qualifications, within five (5) business days (Monday - Friday) from the date of notification, from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for all new jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

### **V. TRAINING**

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

### **VI. CONTROLLING REGULATIONS AND LAWS**

- A. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved

with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

## **VII. EXEMPTIONS**

- A. All contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Construction or renovation contracts or subcontracts in the District of Columbia totaling less than \$500,000 are exempt from the requirements of Section I(H) and I(I) of the General Terms hereof.
- E. Non-profit organization with 50 or less employees are exempt from the requirements.

## **VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES**

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
  - 2. Notify DOES within seven (7) business days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES will monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate with the DOES monitoring and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available to DOES, upon request, payroll and employment records for the review period indicated for the Project.
- D. The Employer will provide DOES additional information upon request.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents; or
  2. Submit to DOES a request for a waiver of compliance of the requirement that 51% of the new employees hired by the EMPLOYER the Project be District residents which will include the following documentation:
    - a. Documentation supporting EMPLOYERS good faith effort to comply;
    - b. Referrals provided by DOES and other referral sources; and
    - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:
1. A good faith effort to comply is demonstrated by the EMPLOYER; or
  2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:
 

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
  4. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.
- H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.
- I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District residents.

- J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

**IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE**

- A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?  
 YES  NO

If yes, certification number: \_\_\_\_\_

**X. APPRENTICESHIP PROGRAM**

- A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?  YES  NO

If yes, D.C. Apprenticeship Council Registration Number: \_\_\_\_\_

**XI. SUBCONTRACTOR**

- A. Is your firm a subcontractor on this project?  YES  NO  
 If yes, name of prime contractor: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
 Signature Dept. of Employment Services

\_\_\_\_\_  
 Signature of Employer

\_\_\_\_\_  
 Name of Company

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 E-mail

## EMPLOYMENT PLAN

NAME OF EMPLOYER: \_\_\_\_\_

ADDRESS OF EMPLOYER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FEDERAL IDENTIFICATION NO.: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

DISTRICT CONTRACTING AGENCY: \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT: \_\_\_\_\_ CONTRACT AMOUNT: \_\_\_\_\_

EMPLOYER CONTRACT AMOUNT: \_\_\_\_\_

PROJECT START DATE: \_\_\_\_\_ PROJECT END DATE: \_\_\_\_\_

EMPLOYER START DATE: \_\_\_\_\_ EMPLOYER END DATE: \_\_\_\_\_

**NEW JOB CREATION PROJECTIONS:** Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
	F/T	P/T			
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					



**JUSTIFICATION SHEET:** Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the user to provide a detailed explanation of why the Employer will not have any new hires on the Project.